

ADDENDUM # 3 RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTENANCE AND OPERATION SERVICES SEPTEMBER 9, 2021

Please ensure you check the City's website for the latest addendum released for this RFP/project. Below find the link to the City's website: www.cohb.org\solicitations.

Proposing firms must provide this Addendum # 3 form signed by an authorized officer of the firm to acknowledge receipt of Addendum # 3 with your Firm's proposal. Addendum #1 form must be provided with firm's response.

PLEASE NOTE: ORIGINAL BUSINESS AUTOMOBILE LIABILITY INSURANCE, PAGES 32 AND 88:

Business Automobile Liability Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$5,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PLEASE NOTE: REVISED INSURANCE REQUIREMENTS ARE AS FOLLOWS PAGES 32 AND 88:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

<u>Commercial General Liability</u> Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence, \$2,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

<u>Business Automobile Liability</u> Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

<u>Worker's Compensation Insurance & Employers Liability</u> Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Additional Insured Contractor agrees to endorse City as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

<u>Waiver of Subrogation</u> Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

<u>Certificate(s) of Insurance</u> Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Broward County

ADDENDUM #3

<u>Umbrella or Excess Liability</u>. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

<u>Right to Revise or Reject</u> City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

PLEASE NOTE RECEIPT OF ADDENDUM # 3 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION. I ACKNOWLEDGE RECEIPT OF ADDENDUM # 3:

Company	
Name of person signing below	
Title	
Signature	
Date	

Sincerely,

Indrea les

Andrea Lues, Director, Procurement Department